

FILE COPY

STATE OF WISCONSIN  
BEFORE THE REAL ESTATE BOARD

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IN THE MATTER OF	:	
DISCIPLINARY PROCEEDINGS AGAINST	:	
	:	
ROCHELLE M. ALTENHOFEN,	:	
A/K/A R. M. ALTENHOFEN REALTY	:	FINAL DECISION
ALTENHOFEN INC.,	:	AND ORDER
A/K/A REALTY WORLD ALTENHOFEN, INC.,	:	LS9105071REB
A/K/A REALTY WORLD KARGUS,	:	
A/K/A REALTY WORLD FOX VALLEY, INC.,	:	
RESPONDENTS.	:	

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The State of Wisconsin, Real Estate Board, having considered the above-captioned matter and having reviewed the record and the Proposed Decision of the Administrative Law Judge, makes the following:

ORDER

NOW, THEREFORE, it is hereby ordered that the Proposed Decision annexed hereto, filed by the Administrative Law Judge, shall be and hereby is made and ordered the Final Decision of the State of Wisconsin, Real Estate Board.

The rights of a party aggrieved by this Decision to petition the Board for rehearing and the petition for judicial review are set forth on the attached "Notice of Appeal Information."

Dated this 24TH day of OCTOBER, 1991.

  
\_\_\_\_\_

STATE OF WISCONSIN  
BEFORE THE REAL ESTATE BOARD

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IN THE MATTER OF	:	
DISCIPLINARY PROCEEDINGS AGAINST	:	
	:	PROPOSED DECISION
ROCHELLE M. ALTENHOFEN,	:	AND ORDER
A/K/A R. M. ALTENHOFEN REALTY	:	Case No. LS-9105071-REB
ALTENHOFEN INC.,	:	(89 REB 199)
A/K/A REALTY WORLD ALTENHOFEN, INC.,	:	
A/K/A REALTY WORLD KARGUS,	:	
A/K/A REALTY WORLD FOX VALLEY, INC.,	:	
RESPONDENTS.	:	
	:	

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PARTIES

The parties in this matter under sec. 227.44, Wis. Stats. and sec. RL 2.036, Wis. Admin. Code, and for purposes of review under sec. 227.53, Wis. Stats. are:

Rochelle M. Altenhofen  
2 Sunny Slope Court  
Appleton, WI 54914

Altenhofen, Inc.  
1919 American Court  
Neenah, WI 54956

Division of Enforcement  
Department of Regulation and Licensing  
P.O. Box 8935  
Madison, WI 53708

POSTURE OF CASE

A. This case was initiated by the filing of a complaint with the Real Estate Board on May 7, 1991. A disciplinary proceeding ("hearing") was scheduled for July 29, 1991. Notice of Hearing was prepared by the Division of Enforcement of the Department of Regulation and Licensing and sent by certified mail to Rochelle M. Altenhofen and Altenhofen, Inc.

B. An answer was filed on May 13, 1991 by Attorney Bruce Chudacoff, 512 W. College Ave., Appleton, Wisconsin 54911 on behalf of the respondent.

C. Depositions of eight individuals were taken on June 27, 1991.

D. During a telephone prehearing conference on July 26, 1991, the attorney for the Division of Enforcement, Henry Sanders, stated his intention to submit a motion to dismiss the complaint based on the depositions, and the hearing was adjourned indefinitely.

E. The attached motion to dismiss was filed on October 8, 1991 by Mr. Sanders.

### FINDINGS OF FACT

1. Respondent Rochelle M. Altenhofen is and at all times material to this action was licensed as a real estate broker in the State of Wisconsin.
2. Respondent Altenhofen, Inc. is and at all times material to this action was licensed as a real estate corporation in the State of Wisconsin.

### CONCLUSIONS OF LAW

- I. The Real Estate Board has jurisdiction over the respondents by virtue of facts #1 and #2 above, and paragraph A under "Posture of Case".
- II. The Real Estate Board has jurisdiction over the subject matter of this complaint under sec. 15.08(5), Wis. Stats., sec. 452.14, Wis. Stats., and ch. RL 24, Wis. Admin. Code.

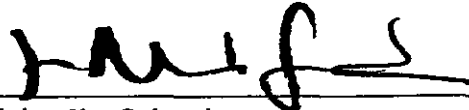
### ORDER

IT IS ORDERED that the Complaint in this matter be dismissed.

### OPINION

Even though the main charge in this case is that the respondent filed a false complaint against real estate salesperson Kevin Green, the crucial issue underlying that allegation is the identity of the person who altered the expiration date on a residential listing contract from "the 1st day of May, 1987" to "the 1st day of June, 1987". In his motion to dismiss, Mr. Sanders states in paragraph #9 that with regard to the alteration of the expiration date, based on deposition testimony, "if any records were changed, it cannot be determined by whom". Mr. Sanders concludes in paragraph #10 that "it can not be proved by clear and convincing evidence who caused or made the expiration of the listing agreement June 1, 1987". Without such evidence, no case against the respondent can be proved, and Mr. Sanders' motion is appropriate. The complaint should be dismissed.

Dated October 17, 1991.

  
\_\_\_\_\_  
John N. Schweitzer  
Administrative Law Judge



State of Wisconsin \ DEPARTMENT OF REGULATION & LICENSING

Tommy G. Thompson  
Governor

Marlene A. Cummings  
Secretary

October 8, 1991

1400 E WASHINGTON AVENUE  
P.O. Box 8935  
MADISON, WISCONSIN 53708  
608 266-2112

John Schweitzer  
Administrative Law Judge  
Office of Board Legal Services  
P.O. Box 8935  
Madison, WI 53708-8935

RE: Motion to Dismiss - In the Matter of Disciplinary Proceedings  
Against Altenhofen, Inc., et al - 89 REB 199

Dear Judge Schweitzer:

Find enclosed complainant's attorneys Motion to Dismiss the pending complaint against the subjects. By copies of this letter to the respondent, Kevin Green, and Joann Mau, I am notifying the parties of same.

While I do not think respondents would object to this motion, if the judge deems it necessary to have a hearing on the motion, I am requesting a telephone motion hearing.

Yours truly,

Henry E. Sanders  
Attorney  
Division of Enforcement  
(608) 266-8956

HES:pp  
T-28930

Enclosure

cc: Joann Mau, Kevin Green

Regulatory Boards

Accounting, Architects, Professional Engineers, Designers and Land Surveyors, Barbers, Bingo, Boxing,  
Charitable Organizations, Chiropractic, Cosmetology, Dentistry, Funeral Directors, Hearing Aid Dealers and Fitters, Medical, Nursing,  
Nursing Home Administrator, Optometry, Pharmacy, Private Detectives, Psychology, Real Estate, and Veterinary

Committed to Equal Opportunity in Employment and Licensing

STATE OF WISCONSIN  
BEFORE THE REAL ESTATE BOARD

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IN THE MATTER OF THE DISCIPLINARY :  
PROCEEDINGS AGAINST :

ROCHELLE M. ALTENHOFEN, :  
A/K/A R. M. ALTENHOFEN REALTY :  
ALTENHOFEN, INC., :  
A/K/A REALTY WORLD ALTENHOFEN :  
ALTENHOFEN, INC., :  
A/K/A REALTY WORLD KARGUS, :  
A/K/A REALTY WORLD :  
FOX VALLEY, INC., :  
RESPONDENTS. :

---

MOTION TO DISMISS  
89 REB 199

Complainant, by its attorney Henry E. Sanders, Division of Enforcement, moves the Administrative Law Judge, John N. Schweitzer to dismiss the above captioned matter against Rochelle M. Altenhofen, and Altenhofen, Inc. et al. The basis for this motion is as follows:

1. A notice of hearing and complaint was filed against Respondents on May 7, 1991, alleging substantively that Respondents had knowingly filed or caused to have filed with the department, a false complaint against real estate licensee Kevin Green and/or Mau Realty, relating to Green and/or Mau Realty altering an original listing agreement between a seller and Altenhofen, Inc., to reflect an erroneous expiration date of same, with Green and/or Mau Realty subsequently entering into a different listing agreement with the seller and finding a purchaser for the property (see Complaint on file).

2. Thereafter, on about June 27, 1991, depositions were taken of eight (8) individuals having relevant and material information relating to the complaint. At the conclusion of the depositions, Complainants attorney concluded that Mau and Altenhofen Realty companies were at one time separate entities, with Mau Realty being owned by Oshkosh Savings and Loan. Subsequently, Oshkosh Savings and Loan sold the franchise to Rochelle M. Altenhofen, and/or Altenhofen, Inc. Accordingly, Mau Realty, along with salesperson, Kevin Green (Green), became one (1) of 3-4 branch offices under Altenhofen, Inc., and was located in Kaukauna.

3. Pursuant to Altenhofen, Inc. various branch offices policies, specifically Kaukauna's branch office policy, on about January 28, 1987, Green drafted a residential listing agreement for the sale of the subject property with the anticipated terms being from January 28 to April 28, 1987. However, because the listing agreement was not presented to the sellers for their signatures as anticipated, Green modified the listing agreement terms to reflect its duration to be from February 1-May 1, 1987 (deposition Exhibits 1 and 12).

4. It appears possibly and is entirely plausible (based upon deduction and analysis) that between the time Green drafted the listing agreement and when he presented the agreement to the sellers for their signature, the carbon for the listing agreement form(s) were variously intact, missing or had slipped, which may account for discrepancies between depositions Exhibits 1 and 12, and number 2, hereinafter (the sellers duplicative original was not located).

A. Exhibit 1 is a copy of Exhibit 12, and was in the possession of Green and Mau Realty.

B. Exhibit 2 was in the possession of Respondent.

5. In any event, it appears that when Green presented the agreement to the sellers, the agreement was initialed by one (1) of the sellers to reflect a May 1, 1987 expiration date. As alluded to earlier, the general procedures followed when a listing agreement was entered into, specifically for Mau/Green in the Kaukauna office, was for the listing salesperson (Green) to commence a listing file for the subject property, with the salesperson completing an ad card (Exhibit 7) which reflected a June 1, 1987 expiration date; MLS Residential Data Form, Exhibit 6, which erroneously noted that the listing agreement expiration date was April 1, 1987; and a Transaction Reporting form for the regional office, Exhibit 15, which also indicated an erroneous expiration date of April 1, 1987.

6. All of the above enumerated Exhibits prepared by Green, listing salesperson, would be turned over to the office closer (Betty Pogrunt), who would start a listing folder, Exhibit 8, envelope cover with deletions of Kevin Green name as listing agent, with the name "Rich" substituted; and an expiration date of April 1, 1987 deleted and the date of June 1, 1987 substituted. The Kaukauna closer testified that she did not make those changes on Exhibit 8. Subsequent to the depositions it was determined that Green's name on Exhibit 8, was changed to "Rich", after Green and Mau left respondent employment, with the intent that "Rich" take over as listing salesperson.

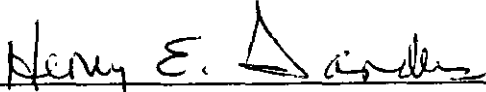
7. During the pendency of the listing agreement, the Kaukauna office was "supervised" by John Mau, who left the profession in about February-March 1987, but was supervisor of Green and the Kaukauna office staff. Thereafter, it was testified to that Respondent Altenhofen and or Joann Mau were supervising broker of salesperson Green (it is unclear but, I conclude that Respondent Altenhofen was Green's supervising broker during all relevant periods); and testimony was elicited that supervision was generally nonexistent or minimum in all of Respondent's branch offices and operations.

8. There was obviously, per the depositions testimony, much friction between Respondent and Mau's/Kaukauna operation which resulted in Green and Mau leaving Respondent's employment in about early April 1987, and subsequently involved several small claims court actions, including this complaint before Regulation and Licensing, between the parties.

9. After Mau and Green et al splintered from Respondent Altenhofen, Inc., all of Kaukauna's related listing files, etc., were transferred to Respondent's main office, with Respondent's staff subsequently reviewing and working on those files. Thusly, if any records were changed, it cannot be determined by whom. One material witness, John Ives is now deceased.

10. In conclusion, Complainant's attorney respectfully requests that the subject complaint be dismissed with prejudice, against any of the parties involved in this matter, (no subsequent complaints by any of the parties re this matter) on the condition that none of the parties seek their costs in defending this matter. The basis for this motion is generally, because of the personal strife between Respondent/Employer Rochelle M. Altenhofen, and Altenhofen, Inc., and Mau Realty and/or Kevin Green employer, the procedures in place regarding listing agreements, and the custody of the documents and file envelope, it can not be proven by clear and convincing evidence who caused or made the expiration of the listing agreement June 1, 1987.

Dated in Madison, Wisconsin this 8<sup>th</sup> day of October, 1991.

  
Henry E. Sanders  
Complainant's Attorney  
Division of Enforcement  
(608) 266-8956

HES:pp  
ATTY-1794

RESID. LISTING CONTRACT - EXCLUSIVE RIGHT TO SELL

1 AGREEMENT made between the undersigned real estate broker and the undersigned seller.  
2 Seller gives Broker the sole and exclusive right to procure a purchaser for the property described below at the price and on the terms set forth in  
3 this contract.  
4 If a purchaser is procured for the property by Broker, by Seller, or by any other person, at the price and upon the terms set forth in this contract,  
5 or at any other price, or upon any other terms accepted by Seller during the term of this contract, or if exchanged or optioned during the term of this  
6 contract, Seller agrees to pay Broker a commission computed as set forth in this contract.  
7 If the property or any part of it is sold, exchanged or optioned within six months after the expiration of this contract to any person or to anyone  
8 acting for any person, with whom Broker or any of Broker's agents negotiated prior to the expiration of this contract, or to whom Broker or any of  
9 Broker's agents personally exhibited by showing the property prior to the expiration of this contract and in either case whose name Broker has  
10 submitted to Seller in writing by personal delivery or by depositing, postage prepaid, in the United States mails, not later than 24 hours after the  
11 expiration of this contract, Seller agrees to pay Broker the commission set forth in this contract. A written offer to purchase submitted to Seller during  
12 the term of this listing shall constitute the notice required on lines 9 to 11 without further notice to Seller.

13 Seller warrants and represents to Broker and Buyer that the property is not located in a flood plain, as per Flood Plain Map

14 Seller warrants and represents to Broker and Buyer that Seller has no notice or knowledge of any

- 15 a planned or commenced public improvement which may result in special assessments or otherwise materially affect the property  
16 b government agency or court order requiring repair, alteration, or correction of any existing condition  
17 c structural or mechanical defect of material significance in property, including inadequacy for normal residential use of mechanical  
18 systems, sanitary disposal systems and well, and unsafe well water according to state standards

19 EXCEPTIONS TO WARRANTIES AND REPRESENTATIONS STATED IN LINES 13 TO 18:

20 None Known To Owner

21 WARNING IF SELLER'S WARRANTIES AND REPRESENTATIONS ARE NOT CORRECT, SELLER MAY BE LIABLE FOR  
22 DAMAGES AND COSTS

23 Any offer submitted by or through Broker shall be deemed to comply with the terms of this agreement if it includes, in addition to the terms  
24 herein contained, in substance, any or all of the provisions set forth on the REVERSE SIDE HEREOF

25 In consideration for Seller's agreements herein Broker agrees to list and use reasonable efforts to procure a purchaser for the property,  
26 including but not limited to the following: Advertise, Place B. W. S Sign in Yard, Submit to

27 Fox Valley M.L.S. Service, Co - operate with all brokers and  
28 Salespersons.

29 Included in the purchase price are such of the following items as may be on the property, which will be delivered free and clear of  
30 encumbrances: all garden bulbs, plants, shrubs and trees; screen doors and windows; storm doors and windows, electric lighting fixtures, window  
31 shades, curtain and traverse rods, blinds and shutters, bathroom accessory fixtures, central heating and cooling units and attached equipment, water  
32 heater and softener, sump pump, linoleum cemented to floors, attached carpeting and fitted rugs, awnings, exterior attached antennas and component  
33 parts, garage door opener and remote control, fireplace equipment and accessories

34 ADDITIONAL ITEMS INCLUDED IN SALE: All Curtains and Drapes, Refrigerator, Stove

35 ITEMS NOT INCLUDED IN SALE: Personal Items

36 The street address of the property is: 127 West Eighth Street, Outagamie  
37 in the City of Kaukauna, County of Outagamie  
38 Wisconsin, more particularly described as: Per Legal Description

39 having a frontage of about 60 feet, with a depth of about 120 feet.  
40 LISTED PRICE: Twenty nine thousand four hundred dollars (\$29,400.00)  
41 MINIMUM EARNST MONEY \$100.00 WITHIN 3 DAYS OF ACCEPTANCE WHICH WILL BE  
42 RETAINED BY BROKER IN BROKER'S TRUST ACCOUNT, UNLESS OTHERWISE AGREED BY SELLER AND BUYER

43 TERMS: Cash Cash at Closing

44 OCCUPANCY DATE: Time of Closing ESCROW CHARGE if Seller occupies after closing \$ N/A per day.

45 ESCROW TO GUARANTEE OCCUPANCY TO BUYER (AND FOR NO OTHER PURPOSE) \$ None

46 CONVEYANCE OTHER THAN WARRANTY DEED, IF ANY: None

47 Seller shall, upon payment of the purchase price, convey the property by warranty deed, or other conveyance provided herein, free and clear of  
48 all liens and encumbrances, excepting municipal and zoning ordinances, recorded easements for public utilities located adjacent to side and rear lot

49 lines recorded building and use restrictions and covenants, general taxes levied in year of closing and None

50 provided none of the foregoing prohibit present use

51 THE BROKER'S COMMISSION SHALL BE 6 % of

- 52 a The listed price  
53 (1) if a purchaser is procured in accordance with the terms of this agreement, or  
54 (2) if the property is exchanged  
55 b The sales price if an offer is accepted for the sale of the property or any part thereof  
56 c The sales price set forth in an option if the option granted is exercised

57 NAMED EXCEPTIONS TO CONTRACT None

58 SPECIAL PROVISIONS None

59 TERMS OF CONTRACT FROM THE 28th DAY OF January 1987  
60 UP TO AND INCLUDING MIDNIGHT OF THE 28th DAY OF APRIL 1987  
61 but if an offer to purchase is procured prior to said expiration date at the price and upon the terms set forth herein but which provides for a closing  
62 subsequent to said expiration date hereof, the term of this contract shall be extended as to such offer up to and including the date of such closing, but in  
63 no event beyond three months from said expiration date.

64 THIS CONTRACT INCLUDES THE BALANCE OF TERMS ON THE REVERSE SIDE

65 Dated this 28th day of January, 1987

66 REALTY WORLD FOX VALLEY - division of  
67 Broker: Margaret Schroeder  
68 Altenhofen  
69 By: Cecil R. Allen  
70 Seller: Cecil R. Allen

71 127 W Eighth Wisconsin Ave Kaukauna, WI  
72 Broker's Address and Phone Number 766-3701  
73 127 W Eighth Wisconsin Ave Kaukauna, WI  
74 Seller's Address and Phone Number



Judy - 5-2-87

Enclosed is a  
copy of the listing  
we discussed.

Please call Kevin  
or myself with  
any questions.

Thanks

Joann

5/4 Received by mail  
Judi Arndt

RESIDENTIAL LISTING CONTRACT - EXCLUSIVE RIGHT TO SELL

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2 Seller gives Broker the sole and exclusive right to procure a purchaser for the property described below at the price and on the terms set forth in  
3 this contract.

4 If a purchaser is procured for the property by Broker, by Seller, or by any other person, at the price and upon the terms set forth in this contract,  
5 or at any other price, or upon any other terms accepted by Seller during the term of this contract, or if exchanged or optioned during the term of this  
6 contract, Seller agrees to pay Broker a commission computed as set forth in this contract.

7 If the property or any part of it is sold, exchanged or optioned within six months after the expiration of this contract to any person or to anyone  
8 acting for any person, with whom Broker or any of Broker's agents negotiated prior to the expiration of this contract, or to whom Broker or any of  
9 Broker's agents personally exhibited by showing the property prior to the expiration of this contract and in either case whose name Broker has  
10 submitted to Seller in writing by personal delivery or by depositing, postage prepaid, in the United States mails, not later than 24 hours after the  
11 expiration of this contract, Seller agrees to pay Broker the commission set forth in this contract. A written offer to purchase submitted to Seller during  
12 the term of this listing shall constitute the notice required on lines 9 to 11 without further notice to Seller.

13 Seller warrants and represents to Broker and Buyer that the property is not located in a flood plain, as per Flood Plain Map  
14 Seller warrants and represents to Broker and Buyer that Seller has no notice or knowledge of any:

- 15 a planned or commenced public improvement which may result in special assessments or otherwise materially affect the property  
16 b government agency or court order requiring repair, alteration, or correction of any existing condition.  
17 c structural or mechanical defect of material significance in property, including inadequacy for normal residential use of mechanical  
18 systems, sanitary disposal systems and well, and unsafe well water according to state standards

19 EXCEPTIONS TO WARRANTIES AND REPRESENTATIONS STATED IN LINES 13 TO 18:

20 None Known To Owner

21 WARNING IF SELLER'S WARRANTIES AND REPRESENTATIONS ARE NOT CORRECT, SELLER MAY BE LIABLE FOR  
22 DAMAGES AND COSTS

23 Any offer submitted by or through Broker shall be deemed to comply with the terms of this agreement if it includes, in addition to the terms  
24 herein contained, in substance, any or all of the provisions set forth on the REVERSE SIDE HEREOF.

25 In consideration for Seller's agreements herein Broker agrees to list and use reasonable efforts to procure a purchaser for the property,  
26 including but not limited to the following: . . . . . Advertise, Place B. W. S. Sign in Yard, Submit to  
27 Fox Valley M.L.S. Service, Co. - operate with all brokers and  
28 Salespersons.

29 Included in the purchase price are such of the following items as may be on the property, which will be delivered free and clear of  
30 encumbrances: all garden bulbs, plants, shrubs and trees; screen doors and windows; storm doors and windows; electric lighting fixtures; window  
31 shades; curtain and traverse rods; blinds and shutters; bathroom accessory fixtures; central heating and cooling units and attached equipment; water  
32 heater and softener; sump pump; linoleum cemented to floors; attached carpeting and fitted rugs; awnings; exterior attached antennas and component  
33 parts; garage door opener and remote control; fireplace equipment and accessories

34 ADDITIONAL ITEMS INCLUDED IN SALE: . . . . . All Curtains and Drapes, Refrigerator,  
35 Stove

36 ITEMS NOT INCLUDED IN SALE: . . . . . Personal Items

37 The street address of the property is: . . . . . 17 West Eighth Street  
38 in the . . . . . City of Kaukauna . . . . . County of Outagamie

39 Wisconsin, more particularly described as: . . . . . Per Legal Description

40 having a frontage of about . . . . . 60 . . . . . feet, with a depth of about . . . . . 120 . . . . . feet.

41 LISTED PRICE: Twenty nine thousand five hundred dollars and 00/100 Dollars (\$29,500.00)

42 MINIMUM EARNEST MONEY \$100.00 WITHIN 3 DAYS OF ACCEPTANCE WHICH WILL BE

43 RETAINED BY BROKER IN BROKER'S TRUST ACCOUNT, UNLESS OTHERWISE AGREED BY SELLER AND BUYER.

44 TERMS Cash: . . . . . Cash at Closing

45 OCCUPANCY DATE: . . . . . Time of Closing OCCUPANCY CHARGE if Seller occupies after closing \$ . . . . . N/A . . . . . per day.

46 ESCROW TO GUARANTEE OCCUPANCY TO BUYER (AND FOR NO OTHER PURPOSE) \$ . . . . . None

47 CONVEYANCE OTHER THAN WARRANTY DEED, IF ANY: . . . . . None

48 Seller shall, upon payment of the purchase price, convey the property by warranty deed, or other conveyance provided herein, free and clear of  
49 all liens and encumbrances, excepting: municipal and zoning ordinances; recorded easements for public utilities located adjacent to side and rear lot

50 lines, recorded building and use restrictions and covenants; general taxes levied in year of closing and . . . . . None

51 provided none of the foregoing prohibit present use.

52 THE BROKER'S COMMISSION SHALL BE . . . . . 6% of

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56 b. The sales price if an offer is accepted for the sale of the property or any part thereof.  
57 c. The sales price set forth in an option if the option granted is exercised.

58 NAMED EXCEPTIONS TO CONTRACT: . . . . . None

59 SPECIAL PROVISIONS: . . . . . None

60 TERMS OF CONTRACT FROM THE 28th 1st DAY OF January February 1987

61 UP TO AND INCLUDING MIDNIGHT OF THE 28th 1st DAY OF April May 1987

62 but if an offer to purchase is procured prior to said expiration date at the price and upon the terms set forth herein but which provides for a closing  
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66 Dated this 28th day of January 1987

67 REALTY WORLD FOX VALLEY division of

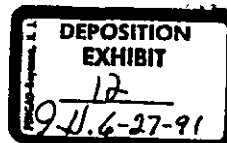
68 By *Gwen Altenhofen* Broker

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71 1877 W. Eighth Wisconsin Ave Kaukauna, WI

72 Broker's Address and Phone Number 766-3701 W Eighth Address and Phone Number



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9 Broker's agents personally exhibited by showing the property prior to the expiration of this contract and in either case whose name Broker has  
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32 heater and softener, sump pump, linoleum cemented to floors; attached carpeting and fitted rugs; awnings; exterior attached antennas and component  
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37 in the City of Kaukauna, County of Outagamie  
38 Wisconsin, more particularly described as Per Legal Description

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40 LISTED PRICE: Twenty two thousand five hundred and no Dollars (\$22,500.00)  
41 MINIMUM EARNST MONEY \$1,000.00 WITHIN 3 DAYS OF ACCEPTANCE WHICH WILL BE  
42 RETAINED BY BROKER IN BROKER'S TRUST ACCOUNT, UNLESS OTHERWISE AGREED BY SELLER AND BUYER.

43 TERMS: Cash Cash at Closing

44 OCCUPANCY DATE: Time of Closing  
45 ESCROW TO GUARANTEE OCCUPANCY TO BUYER (AND FOR NO OTHER PURPOSE) \$ N/A per day.

46 CONVEYANCE OTHER THAN WARRANTY DEED, IF ANY: None

47 Seller shall, upon payment of the purchase price, convey the property by warranty deed, or other conveyance provided herein, free and clear of  
48 all liens and encumbrances, excepting: municipal and zoning ordinances; recorded easements for public utilities located adjacent to side and rear lot

49 lines, recorded building and use restrictions and covenants, general taxes levied in year of closing and None

50 provided none of the foregoing prohibit present use.

51 THE BROKER'S COMMISSION SHALL BE 6 % of:

- 52 a. The listed price:
- 53 (1) if a purchaser is procured in accordance with the terms of this agreement, or,
- 54 (2) if the property is exchanged.
- 55 b. The sales price if an offer is accepted for the sale of the property or any part thereof.
- 56 c. The sales price set forth in an option if the option granted is exercised.

57 NAMED EXCEPTIONS TO CONTRACT: None

58 SPECIAL PROVISIONS: None

59 TERMS OF CONTRACT FROM THE 20th DAY OF January 1987  
60 UP TO AND INCLUDING MIDNIGHT OF THE 20th DAY OF April 1987  
61 but if an offer to purchase is procured prior to said expiration date at the price and upon the terms set forth herein but which provides for a closing  
62 subsequent to said expiration date hereof, the term of this contract shall be extended as to such offer up to and including the date of such closing, but in  
63 no event beyond three months from said expiration date.

64 THIS CONTRACT INCLUDES THE BALANCE OF TERMS ON THE REVERSE SIDE.

65 Dated this 28th day of January 1987

66 REALTY WORLD FOX VALLY - division of

67 Broker: Karen Altenhofen

68 By: Karen Altenhofen

69 181 West Wisconsin Ave Kaukauna, WI

70 Broker's Address and Phone Number 766-3701

71 Margaret Schroeder

72 Seller: Margaret Schroeder

73 By: Margaret Schroeder

74 181 West Wisconsin Ave Kaukauna, WI

75 Seller's Address and Phone Number

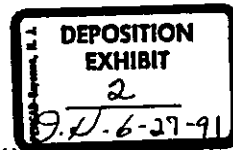



Exhibit # 2  
Copy of Ad Card

 ADDRESS 127 W 8 CITY KAUKAUNAH AGENT GREEN <sup>3-181</sup>  
PRICE 29,500 STYLE 2 story EXPIRES 6/1/87  
# BEDROOMS 4 BATHS 1 GARAGE 1.5 ATT. or DET  
1st FLOOR FAM. ROOM N REALSAFE N FIREPLACE N  
FEATURES Home with charm, and lots  
of potential. Hardwood floors on  
2nd floor. Quiet neighborhood  
close to schools and church.

over



Multiple Listing Service  
Residential Data Form

PLEASE PRINT CLEARLY. DO NOT USE \$ SIGNS OR COMMAS FOR MONEY ENTRIES.

Descriptors

STREET NO

127

Fill in the boxes for each descriptor.

PRICE (Req.)

29500

SCHOOL INFORMATION

NICOLET QUINN CY KAY

STREET NAME

ELGHTH (Req.)

CITY

KAUKAUNA

ACREAGE

MLS #

SPECIAL ASSESSMENTS

N YES/NO

LOT SIZE

60X120

LIST. OFFICE

15600002 (Req.)

SIGN

Y YES/NO

LIST. AGENT (Req.)

722371

OWNER'S NAME

COMM.

2.4 (Req.)

FLOOD PLAIN

N YES/NO

PHONE

BEDROOMS

4 (Req.)

AREA

7

DEPOSITION EXHIBIT

BATHS

1 (Req.)

TAXES

690

TAX YR

86

6-27-91

PLEASE NOTE: ROUND ALL DIMENSIONS TO THE NEAREST FOOT.

LIVING ROOM

LENGTH WIDTH LOC  
19 11 1

BEDROOM #1

LENGTH WIDTH LOC  
11 9 1

BEDROOM #5

LENGTH WIDTH LOC  
 1 1 1

DINING ROOM

LENGTH WIDTH LOC  
12 16 1

BEDROOM #2

LENGTH WIDTH LOC  
12 10 2

FAMILY ROOM

LENGTH WIDTH LOC  
 1 1 1

KITCHEN

LENGTH WIDTH LOC  
13 10 1

BEDROOM #3

LENGTH WIDTH LOC  
12 10 2

UTILITY ROOM

LENGTH WIDTH LOC  
 1 1 1

OTHER ROOM

LENGTH WIDTH LOC  
 1 1 1

BEDROOM #4

LENGTH WIDTH LOC  
13 8 2

BATH OFF (Req.) FIRST FLOOR

M - BR ?? LAUNDRY ??  
N YES/NO YES/NO

VER TIBULE INFO

DINING AREA INFO:

LOADING INFORMATION

LENGTH WIDTH SQ. FEET  
38 30 1200 (Req.)

SPECIAL FINANCING

LISTING DATE

2/1/87 (Req.)

EXPIRE DATE

4/1/87 (Req.)

NEW CONSTRUCTION INSULATION INFORMATION

WALLS

THICK.

R-VALUE

INTERIOR WALLS

THICK.

R-VALUE

THICK.

R-VALUE

MISC WALLS

THICK.

R-VALUE

CONDOMINIUM INFORMATION

CONDOMINIUM NAME

CONVERSION

YR.

MON. MAINT. FEE

# OF UN

# OF KING SPACES

ELEVATOR??

CHILDREN??

PETS??

This information is not guaranteed to be accurate but not the Listing or Selling Office.



005377

## TRANSACTION REPORTING FORM

OFFICE ID # 43301 (1) OFFICE NAME: REALTY WORLD-Joe Valley, N.C. (2) h. arkman

Property Address: 127 W 8th St (3)

City: Indianapolis State: Ind Zip: 54130 (4)

Seller's Name: Margaret Schaefer (5)

LISTING INFORMATION

Listing Price (6)	Potential Income (7)
<u>\$29,500.00</u>	<u>\$1710.00</u>

Listing Date (8) 4/1/87 Listing Assoc. S.S.# (9) 1-387-72-2371 Listing Assoc. Name (10) Karen Green Listing Assoc. In-House Gross Commission (11) \$

Expiration Date (12) 4/1/87 2. 4/1/87 3. \$

RealSafe (13) Y N 3. \$

CO-OP BROKER NAME (USE FOR LISTING BROKER OR SELLING BROKER) (14)

SELLING INFORMATION

Buyer's Name (15)	Selling Price (16)
<u>Ronald &amp; Krystal Laabe</u>	<u>\$28,000</u>

Sale Date (17) 3/5/87 Gross Comm. Due your office (18) \$1680.00 Service fee % (19) 6% Service fee amount (20) \$100.80

Exp. Close Date (21) 4/30/87 Selling Assoc. S.S.# (22) 1-390-28-0037 Selling Assoc. Name (23) John Green Selling Assoc. In-House Gross Commission (24) \$

RealSafe (25) Buyer Plan 2. \$

RealSafe Seller Plan 3. \$



IF NOT YOUR COMPANY'S LISTING, ALSO FILL IN SELLER NAME &amp; LISTING PRICE &amp; COMPLETE PROPERTY ADDRESS

CLOSING INFORMATION

Closing Price (26)	Commission % (27)	Co-op Broker Split (28)	Gross office income (29)
\$	%	\$	\$

Actual Close date (30) / / Referral fee paid out (31) \$ Service fee amount (32) \$ Service fee check number (33)

Incoming Referral Broker Name (34) Your agent name (35) Agent's Soc. Sec. # (36) referral amt. (37) ser. fee amt. (38) check # (39)

TYPE OF PROPERTY (ck. one) (40) SOURCE OF .... (ck. one) (41) FINANCING (all that apply)

Residential existing to 4 units <input checked="" type="checkbox"/>	1 Cold Call	Seller	Buyer	1 FHA	1
Residential-New Construction	2 Expired Listing			2 VA	2
Non-Res.-Vacant Lot	3 For Sale by Owner			3 Conventional	3
Non-Res.-Farms & ranches	4 Farm area/newsletter			4 Assumption	4
Non-Res.-Comm/Investment	5 Open House			5 Contract for Deed	5
	6 Personal Sphere	<input checked="" type="checkbox"/>		6 Other	6
	7 Previous Client				
CANCELLATION INFORMATION	8 Walk-In			MORTGAGE TYPE (43)	
Listing cancelled (check one) (45)	9 Yard Sign			1 Fixed Rate	1
Expired	10 Newspaper ad			2 Adjustable Rate	2
Withdrawn	11 Homes Magazine			3 Graduated payment	3
Listed w/another company	12 TV/Radio Adv.			4 Other	4
Went FSBO	13 Yellow pages			LENDER (44)	
Other	14 Career app./car sign			1 TCF	1
Closing cancelled (check one) (46)	15 Referral			2 Savings and Loan	2
Financing unavailable	16 Corp. Relo/3rd party			3 Commercial Bank	3
Low Appraisal	17 Other			4 Mortgage Company	4
Buyer not qualified				5 Seller	5
Other				6 Other	6
CLOSING CANCELLED--DATE					



**COMMONWEALTH**  
**TITLE SERVICES, INC.**  
4321 W. College Av, Appleton, WI 54914  
**(414)730-8228 (414)730-8FAX**

125 W. 9th St. Appleton, WI  
MEMO TO: Offices

766-9263

788-9774

Ron Jacobs

John Jacobs  
8th

Kenneth Gould  
FHA

Handed is degrading  
4-8-87

DEPOSITION  
EXHIBIT  
8  
J. H. 6-27-91

PROPERTY ADDRESS 127 W 8th St, Kaukauna  
LISTED Feb 1, 1987 BY Kevin Hansen Risk  
MLS: DATA SHEET Sent 2/3/87 COMPUTER # 481  
LISTING EXPIRES 4/28/87 6-1-87 \*  
SELLER Margaret Schroeder Cecilia Van Oyen Hovey <sup>766-3233</sup>  
BUYER 1111 1st St, Kaukauna, WI 788-9774 <sup>766-5263</sup>  
SIGN INSTALLED Yes  
EARNEST MONEY 1.1 ADDITIONAL DOWN \_\_\_\_\_  
APPLICATION FOR FINANCING MADE \_\_\_\_\_ WHERE Security S&L  
FINANCIAL COMMITMENT \_\_\_\_\_ 730-8010  
ABSTRACT EXTENDED \_\_\_\_\_ WHERE Outagamie Abstract <sup>3/26</sup>  
SPECIALS LETTER Sent 3/26  
COPY OF PREVIOUS YEARS TAX BILL Have  
ATTORNEY DEED AND TRANSFER FORM \_\_\_\_\_  
PAYOUT FIGURE \_\_\_\_\_ WHERE None  
BROKER \_\_\_\_\_  
REALTY WORLD INFO:  
LISTING # \_\_\_\_\_ CONTRACT OF SALE # ✓  
SOURCES \_\_\_\_\_  
REAL SAFE No BUYER WAIVER/SELLER \_\_\_\_\_  
LISTING: COMPUTER # \_\_\_\_\_ TRUST ACCT # 750  
TO CLOSE:  
COMPUTER: LISTING \_\_\_\_\_ TRUST ACCT \_\_\_\_\_  
REALTY WORLD-SERVICE FEE \_\_\_\_\_  
MLS STATUS REPORT \_\_\_\_\_ SIGN PICK UP \_\_\_\_\_  
INDEX CARD \_\_\_\_\_

Outagamie Abstract

Loan is Denied - 4-13-87 <sup>called Margaret</sup>

REALTY WORLD FOX VALLEY, INC.  
181 W. WISCONSIN AVENUE, KAUKAUNA, WI 54130  
(414) 766-3701

PROPERTY ADDRESS

127 W 8th Street, Kaukauna

\$29,500.00



## **NOTICE OF APPEAL INFORMATION**

**(Notice of Rights for Rehearing or Judicial Review,  
the times allowed for each, and the identification  
of the party to be named as respondent)**

**The following notice is served on you as part of the final decision:**

### **1. Rehearing.**

**Any person aggrieved by this order may petition for a rehearing within 20 days of the service of this decision, as provided in section 227.49 of the Wisconsin Statutes, a copy of which is attached. The 20 day period commences the day after personal service or mailing of this decision. (The date of mailing of this decision is shown below.) The petition for rehearing should be filed with the State of Wisconsin Real Estate Board.**

**A petition for rehearing is not a prerequisite for appeal directly to circuit court through a petition for judicial review.**

### **2. Judicial Review.**

**Any person aggrieved by this decision has a right to petition for judicial review of this decision as provided in section 227.53 of the Wisconsin Statutes, a copy of which is attached. The petition should be filed in circuit court and served upon the State of Wisconsin Real Estate Board**

**within 30 days of service of this decision if there has been no petition for rehearing, or within 30 days of service of the order finally disposing of the petition for rehearing, or within 30 days after the final disposition by operation of law of any petition for rehearing.**

**The 30 day period commences the day after personal service or mailing of the decision or order, or the day after the final disposition by operation of the law of any petition for rehearing. (The date of mailing of this decision is shown below.) A petition for judicial review should be served upon, and name as the respondent, the following: the State of Wisconsin Real Estate Board.**

**The date of mailing of this decision is** October 25, 1991.

**227.49 Petitions for rehearing in contested cases.** (1) A petition for rehearing shall not be a prerequisite for appeal or review. Any person aggrieved by a final order may, within 20 days after service of the order, file a written petition for rehearing which shall specify in detail the grounds for the relief sought and supporting authorities. An agency may order a rehearing on its own motion within 20 days after service of a final order. This subsection does not apply to s. 17.025 (3) (c). No agency is required to conduct more than one rehearing based on a petition for rehearing filed under this subsection in any contested case.

(2) The filing of a petition for rehearing shall not suspend or delay the effective date of the order, and the order shall take effect on the date fixed by the agency and shall continue in effect unless the petition is granted or until the order is superseded, modified, or set aside as provided by law.

(3) Rehearing will be granted only on the basis of:

(a) Some material error of law.

(b) Some material error of fact.

(c) The discovery of new evidence sufficiently strong to reverse or modify the order, and which could not have been previously discovered by due diligence.

(4) Copies of petitions for rehearing shall be served on all parties of record. Parties may file replies to the petition.

(5) The agency may order a rehearing or enter an order with reference to the petition without a hearing, and shall dispose of the petition within 30 days after it is filed. If the agency does not enter an order disposing of the petition within the 30-day period, the petition shall be deemed to have been denied as of the expiration of the 30-day period.

(6) Upon granting a rehearing, the agency shall set the matter for further proceedings as soon as practicable. Proceedings upon rehearing shall conform as nearly may be to the proceedings in an original hearing except as the agency may otherwise direct. If in the agency's judgment, after such rehearing it appears that the original decision, order or determination is in any respect unlawful or unreasonable, the agency may reverse, change, modify or suspend the same accordingly. Any decision, order or determination made after such rehearing reversing, changing, modifying or suspending the original determination shall have the same force and effect as an original decision, order or determination.

**227.52 Judicial review; decisions reviewable.** Administrative decisions which adversely affect the substantial interests of any person, whether by action or inaction, whether affirmative or negative in form, are subject to review as provided in this chapter, except for the decisions of the department of revenue other than decisions relating to alcohol beverage permits issued under ch. 125, decisions of the department of employee trust funds, the commissioner of banking, the commissioner of credit unions, the commissioner of savings and loan, the board of state canvassers and those decisions of the department of industry, labor and human relations which are subject to review, prior to any judicial review, by the labor and industry review commission, and except as otherwise provided by law.

**227.53 Parties and proceedings for review.** (1) Except as otherwise specifically provided by law, any person aggrieved by a decision specified in s. 227.52 shall be entitled to judicial review thereof as provided in this chapter

(a) 1. Proceedings for review shall be instituted by serving a petition therefor personally or by certified mail upon the agency or one of its officials, and filing the petition in the office of the clerk of the circuit court for the county where the judicial review proceedings are to be held. If the agency whose decision is sought to be reviewed is the tax appeals commission, the banking review board or the consumer credit review board, the credit union review board or the savings and loan review board, the petition shall be served upon both the agency whose decision is sought to be reviewed and the corresponding named respondent, as specified under par. (b) 1 to 4.

2. Unless a rehearing is requested under s. 227.49, petitions for review under this paragraph shall be served and filed within 30 days after the service of the decision of the agency upon all parties under s. 227.48. If a rehearing is requested under s. 227.49, any party desiring judicial review shall serve and file a petition for review within 30 days after service of the order finally disposing of the application for rehearing, or within 30 days after the final disposition by operation of law of any such application for rehearing. The 30-day period for serving and filing a petition under this paragraph commences on the day after personal service or mailing of the decision by the agency.

3. If the petitioner is a resident, the proceedings shall be held in the circuit court for the county where the petitioner resides, except that if the petitioner is an agency, the proceedings shall be in the circuit court for the county where the respondent resides and except as provided in ss. 77.59 (6) (b), 182.70 (6) and 182.71 (5) (g). The proceedings shall be in the circuit court for Dane county if the petitioner is a nonresident. If all parties stipulate and the court to which the parties desire to transfer the proceedings agrees, the proceedings may be held in the county designated by the parties. If 2 or more petitions for review of the same decision are filed in different counties, the circuit judge for the county in which a petition for review of the decision was first filed shall determine the venue for judicial review of the decision, and shall order transfer or consolidation where appropriate.

(b) The petition shall state the nature of the petitioner's interest, the facts showing that petitioner is a person aggrieved by the decision, and the grounds specified in s. 227.57 upon which petitioner contends that the decision should be reversed or modified. The petition may be amended, by leave of court, though the time for serving the same has expired. The petition shall be entitled in the name of the person serving it as petitioner and the name of the agency whose decision is sought to be reviewed as respondent, except that in petitions

for review of decisions of the following agencies, the latter agency specified shall be the named respondent:

1. The tax appeals commission, the department of revenue

2. The banking review board or the consumer credit review board, the commissioner of banking.

3. The credit union review board, the commissioner of credit unions.

4. The savings and loan review board, the commissioner of savings and loan, except if the petitioner is the commissioner of savings and loan, the prevailing parties before the savings and loan review board shall be the named respondents.

(c) A copy of the petition shall be served personally or by certified mail or, when service is timely admitted in writing, by first class mail, not later than 30 days after the institution of the proceeding, upon each party who appeared before the agency in the proceeding in which the decision sought to be reviewed was made or upon the party's attorney of record. A court may not dismiss the proceeding for review solely because of a failure to serve a copy of the petition upon a party or the party's attorney of record unless the petitioner fails to serve a person listed as a party for purposes of review in the agency's decision under s. 227.47 or the person's attorney of record.

(d) The agency (except in the case of the tax appeals commission and the banking review board, the consumer credit review board, the credit union review board, and the savings and loan review board) and all parties to the proceeding before it, shall have the right to participate in the proceedings for review. The court may permit other interested persons to intervene. Any person petitioning the court to intervene shall serve a copy of the petition on each party who appeared before the agency and any additional parties to the judicial review at least 5 days prior to the date set for hearing on the petition.

(2) Every person served with the petition for review as provided in this section and who desires to participate in the proceedings for review thereby instituted shall serve upon the petitioner, within 20 days after service of the petition upon such person, a notice of appearance clearly stating the person's position with reference to each material allegation in the petition and to the affirmance, vacation or modification of the order or decision under review. Such notice, other than by the named respondent, shall also be served on the named respondent and the attorney general, and shall be filed, together with proof of required service thereof, with the clerk of the reviewing court within 10 days after such service. Service of all subsequent papers or notices in such proceeding need be made only upon the petitioner and such other persons as have served and filed the notice as provided in this subsection or have been permitted to intervene in said proceeding, as parties thereto, by order of the reviewing court.